

12. Ingress and Egress: During the period that a street or highway adjacent to the premises is wholly or partially closed by reason of any street opening, widening, repair or other work undertaken by or with the consent of any municipal or any other governmental authority, so as to wholly or partially prevent the free ingress to or egress from the premises. Lessee may, in lieu of all other rental and at its option, pay Lessor as full rental hereunder during such period the sum of one cent (1c) for each gallon of gasoline delivered to the premises by Lessee for resale therefrom.

13. Default: If default be made by either party in any of the terms, covenants or conditions contained herein, and not remedied by the defaulting party within twenty (20) days after receipt of written notice from the other party, then, at the option of the party not in default, this lease shall forthwith terminate.

14. Title: Lessor warrants title to the Lessor's real and personal property herein described; that Lessee shall enjoy quiet and undisturbed possession thereof; and that the same is free and clear of encumbrances except a Deed of Trust securing an indebtedness in the sum of NONE

15. Notices: Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if and when deposited in the United States mail, properly stamped and sent by Registered Mail to Lessor at 45 Viewpoint Drive
Greenville, South Carolina 29609

or such other address as may be designated by written notice from Lessor to Lessee, and to Lessee at P. O. Box 7036
Savannah, Georgia 31408 or when delivered personally to said parties.

16. Indemnity: Lessee agrees to save and hold harmless Lessor from and against all claims and liability for death or injuries to persons or damage to property resulting from the negligence of Lessee and occurring during the term of this lease in or on the premises.

17. Extension: Lessee shall have the option to extend this lease for a further period of 5 (5) years from the date of the expiration hereof, upon all of the terms, covenants and conditions of this lease, and shall pay as rental during said period the sum of One hundred fifty and 00/100 dollars per month

Should Lessee elect to exercise the option herein granted, Lessee shall give Lessor notice thereof, in writing, not less than thirty (30) days prior to the expiration of the term hereof, and upon the giving of such notice, the lease shall be extended as above provided. If Lessee elects to exercise said option then, and in such event, Lessee shall have, and Lessor does hereby grant to Lessee, an additional option to extend the term of said Lease for a further period of _____ () years from and after the expiration of said extended term, upon all of the terms, covenants and conditions of this lease, and shall pay as rental during said period the sum of _____

Should Lessee elect to exercise said option, Lessee shall give Lessor notice thereof, in writing, not less than thirty (30) days prior to the expiration of the first extended term, and upon the giving of such notice, this lease shall be extended as above provided.

18. First Refusal To Lease: If at any time during the term of this lease or any extension or renewal of this lease, Lessor shall receive a bonafide offer to lease the demised premises for a term to begin subsequent to the present demised term or such extension or renewal and Lessor desires to except such offer, Lessor will immediately submit to Lessee a written copy of such proposed lease with a full disclosure of the terms and provisions thereof and Lessee shall have thirty (30) days after receipt thereof in which to elect to lease said premises upon the same terms and provisions as are contained in such proposed lease. In the event Lessee is granted a right to extend the term of the within lease under the provisions of paragraph 17 hereof, it is agreed that if Lessee does not in any instance elect to lease said premises in accordance with the provisions of this paragraph 18, such failure shall in no way limit or affect Lessee's rights and options to extend this lease as provided in paragraph 17 hereof, but giving of such notice by Lessor shall constitute the notice called for under paragraph 2 hereof.

19. First Refusal To Purchase: In the event Lessor desires to sell the demised premises and receives a bonafide offer from some third party to purchase the demised premises, Lessor shall give written notice to Lessee of such offer and of the terms and conditions thereof. Lessee shall have the preferential right for a period of thirty (30) days after receipt of such notice to purchase the demised premises upon the same terms and conditions as offered by such third party. In the event Lessee exercises its preferential right to purchase the demised premises, Lessor agrees to convey said premises to Lessee free and clear of all reservations, easements, liens and encumbrances and, to furnish Lessee, at Lessor's cost, with evidence of title showing title to the demised premises to be vested in Lessee as the grantee of Lessor. Such evidence shall be in the form of a policy of title insurance in the amount of the purchase price written by a title company satisfactory to Lessee. If Lessee exercises its preferential right to purchase the demised premises, this lease shall terminate at the time the deed or other conveyance of title to Lessee is recorded. If Lessee does not exercise its preferential right to purchase the demised premises, any sale by Lessor to a third party shall be made subject to all of the terms and provisions of this lease, including the preferential right of Lessee to purchase the demised premises from such third party pursuant to the provisions of this paragraph.

Amended
20. Option to Purchase: For and in consideration of the terms and the covenants and conditions herein contained Lessor hereby grants to Lessee the exclusive option and privilege of purchasing the above described premises including all improvements and personal property located thereon, free and clear of all liens and encumbrances of any kind or nature whatsoever at any time during the term of the within lease or any extensions thereof for the sum of _____ dollars (\$ _____) in cash, provided that Lessee shall give Lessor not less than twenty days' notice in writing of Lessee's exercise of the within purchase option. The giving of such notice by Lessee shall fix and determine the right of Lessee to purchase said premises including said improvements and the obligation of Lessor to sell the same, and a reasonable time thereafter will be allowed Lessor to furnish a title report to Lessee and to cure defects, if any, in said title preparatory to the delivery of a general warranty deed and other necessary instruments of conveyance and the payment of the purchase price.

21. Miscellaneous: This lease represents the entire agreement and contract between the parties hereto with respect to said property, and the subject matter hereof, and no other agreement nor contract in such regard, unless in writing, shall be of any force and effect to either vary or change any provision, stipulation, or agreement herein contained. In the event that this lease is made at or near the same time that another lease, loan, or other transaction is made, and/or consummated, whether or not such transactions are between the parties hereto or other parties, it is the expressed and stipulated intent of the parties hereto that this lease is, nevertheless, completely and absolutely independent of such transactions, not intended in any way to be a security transaction, nor a part thereof, and shall survive under its terms and conditions, regardless of the existence or non-existence, at any time, of any other such transaction. The making, execution, and delivery of this lease has not been induced by any representations, statements, warranties, or agreements other than those herein expressed. Whenever reference is made herein to the party called Lessor, by words in the singular number or masculine gender, the singular number shall include the plural, and the masculine shall include the feminine and neuter, according to the number and gender of the person or persons hereinabove named Lessor. This lease shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

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